

UNITED STATES BANKRUPTCY COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

In re:

Steven Alan Ricketts
Teresa Annette Ricketts

Case No. 8:12-bk-08944-MGW
Chapter 13

Debtor.
_____ /

AMENDED JOINT MOTION TO APPROVE LOAN MODIFICATION

Carrington Mortgage Services, LLC (Carrington) by and through their undersigned counsel, and the Debtors, by and through their undersigned counsel, respectfully move this Court for approval of a loan modification agreement pertaining to the mortgage loan secured with respect to certain real property of the Debtors having an address of 2147 Trevor Road, Palm Harbor, Florida 34683 (the "Property"). In support hereof, the Parties state as follows:

1. The Debtors have executed and delivered or is otherwise obligated with respect to the promissory note in the original principal amount of \$212,400.00 (the "Note").
2. Pursuant to the Mortgage (the "Mortgage"), all obligations (collectively, the "Obligations") of the Debtors under and with respect to the Note and the Mortgage are secured by the Property.
3. All rights and remedies under the Mortgage have been assigned to the Movant as evidenced by the assignment of mortgage.
4. Carrington Mortgage Services, LLC is an entity entitled to enforce the Note.
5. At the time the case was filed, the principal balance owed was \$214,220.18.
6. The Debtor's current Mortgage and Note are for a term of thirty years. Prior to modification, the interest rate was 5.00%. The monthly principal and interest payment was \$1,258.68.

7. On February 13, 2013, Carrington and Debtors attended Court ordered mortgage modification mediation. On or about April 11, 2013, the Parties agreed to the terms of a loan modification. Carrington approved Debtor's loan for a modification, subject to Bankruptcy Court approval.

8. The terms and conditions of the loan modification, a copy of which is attached hereto as Exhibit "A" are as follows:

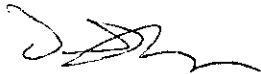
- A. The modified principal balance is \$209,340.10 and includes all amounts and arrearages that were past due as of the Modification Effective Date less any amounts paid to the Lender but not previously credited to the loan.
- C. The interest rate shall be 4.375% and shall remain fixed for the duration of the loan.
- D. The monthly principal and interest payment effective May 1, 2013 is \$1,236.20.

9. Assuming that Bankruptcy Court approval is granted for the loan modification, and if an amended Chapter 13 Plan reflecting the loan modification has not been filed, the Debtors shall file an amended Chapter 13 Plan, within thirty (30) days of the approval, to reflect the changes set forth in the loan modification.

WHEREFORE, the Parties respectfully request that this Court:

- A. Approve the terms of the attached Loan Modification Agreement; and
- B. Grant any such further relief as the Court may deem just.

Agreed to by,


/s/ David Thorpe

David Thorpe, Esq.

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Attorney for the Debtors

Agreed to by,


/s/ Wanda D. Murray

~~Wanda D. Murray, Esq.~~

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Attorney for Creditor

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished by Electronic Mail and U.S. Mail on the 29th day of April, 2013, to the following:

Terry E. Smith, Trustee

Wanda D. Murray – Attorney for Creditor

Steven Alan Ricketts
Teresa Annette Ricketts
2147 Trevor Road
Palm Harbor, FL 34683

/s/ David Thorpe
David Thorpe, Esq.